

**Attachment 2**  
**.Brand TLD Designation Application**

Internet Corporation for Assigned Names and Numbers ("ICANN")  
12025 Waterfront Drive, Suite 300  
Los Angeles, California 90094  
Attention: New gTLD Program Staff

RE: Application for .Brand TLD Designation

Volkswagen Group of America Inc. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .volkswagen TLD (the "Registry Agreement"), hereby applies for .volkswagen TLD to be qualified by ICANN as a .Brand TLD.

Registry Operator confirms and represents to ICANN that the TLD meets each of the criteria for the TLD to be qualified as a .Brand TLD, as described in the .Brand TLD Application Process and Specification 13 attached thereto, and that all supplemental material accompanying this application is accurate and not misleading in any respect. Registry Operator also represents that the trademark registration attached hereto as Exhibit A, the registration policies attached hereto as Exhibit B, and the SMD file ID number attached hereto as Exhibit C are complete and accurate copies of the official trademark registration, Registry Operator's registration policies for the TLD, and the SMD file ID for the TLD for which this application is submitted respectively.

Registry Operator agrees that if Registry Operator makes any changes to its registration policies for the TLD (whether before or after this application has been approved) that may disqualify the TLD as a .Brand TLD, it will promptly provide ICANN with a complete and accurate copy of the revised registration policies. In addition, if Registry Operator fails to maintain the trademark registration underlying its .Brand TLD application, it shall promptly notify ICANN of such failure. Registry Operator also agrees to maintain the criteria required to qualify as a .Brand TLD and to immediately notify ICANN of any changes in circumstances that could alter the statements made, and supporting materials provide with, this application.

Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under the Registry Agreement, including by determining that the TLD no longer qualifies as a .Brand TLD pursuant to the terms of Specification 13. Questions about this request should be directed to INDECA GmbH, Etzelstraße 1-25, 74076 Heilbronn, Germany, Email: [REDACTED]

Submitted by: [REDACTED]

Position: EVP General Counsel & Secretary

Dated: August 27, 2014

Email: [REDACTED]

W 16 WA

No. 617, 131

**THE UNITED STATES OF AMERICA**

To All To Whom These Presents Shall Come:

*This is to certify that by the records of the United States Patent Office it appears that* Volkswagenwerk G. m. b. H.,  
of Wolfsburg, Germany, a corporation of Germany,

did, on the 4th day of May, 1954, duly file in said Office an application for Registration of a certain Trademark shown in the Drawing for the Goods specified in the Statement, a copy of which Drawing and pertinent data from the Statement are hereby annexed and made a part hereof, and duly comply with the requirements of the law in such case made and provided, and with the regulations prescribed by the Commissioner of Patents.

And, upon due examination, it appearing that the said applicant is entitled to have said Mark registered under the Trademark Act of 1946, the said Mark has been duly registered this day in the United States Patent Office on the

**PRINCIPAL REGISTER**

to Volkswagenwerk G. m. b. H., its successors or assigns.

This certificate shall remain in force for Twenty Years unless sooner terminated as provided by law.

*In Testimony Whereof* I have hereunto set my hand and caused the seal of the Patent Office to be affixed, at the City of Washington, this sixth day of December, in the year of our Lord one thousand nine hundred and fifty-five, and of the independence of the United States the one hundred and eightieth.

*Robert C. Watson*  
COMMISSIONER OF PATENTS

ATTEST:

*Karl H. Oplins*  
ATTESTING OFFICER

# The United States of America

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u.s.

617,131



## CERTIFICATE OF RENEWAL

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for renewal of registration of the Mark shown herein, a copy of said Mark and pertinent data from the Registration being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Registration renewed under the Trademark Act of 1946, as amended, and said Registration has been duly renewed in the Patent and Trademark Office to the registrant named herein.

This Registration shall remain in force for TEN years from the date that said Registration was due to expire unless sooner terminated as provided by law.



In Testimony whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this fifth day of March 1996.

*Bruce Lehman*

Commissioner of Patents and Trademarks

Int. Cl.: 12

Prior U.S. Cl.: 19

United States Patent and Trademark Office  
10 Year Renewal

Reg. No. 617,131

Registered Dec. 6, 1955

Renewal Term Begins Dec. 6, 1995

**TRADEMARK  
PRINCIPAL REGISTER**

**VOLKSWAGEN**

VOLKSWAGEN AKTIENGESELL-  
SCHAFT (FED REP GERMANY COR-  
PORATION)  
POSTFACH 3180  
WOLFSBURG 1, FED REP GERMANY,  
BY CHANGE OF NAME FROM  
VOLKSWAGENWERK G. M. B. H.  
(FED REP GERMANY CORPORA-  
TION) WOLFSBURG, FED REP GER-  
MANY

"VOLKSWAGEN" IS TRANSLATED  
AS PEOPLE'S CAR."

FOR: VEHICLES—NAMELY, AUTO-  
MOBILES AND TRUCKS, [AIR CRAFT,  
BOATS;] AND PARTS OF AND ACCES-  
SORIES FOR AUTOMOBILES—  
NAMELY, RADIATORS, DIRECTION  
INDICATORS, WINDSHIELD DEFROST-  
ERS, ANTI-DAZZLE APPLIANCES,  
WINDSHIELD WIPERS, SHOCK AB-  
SORBERS, BRAKES, AND BAGGAGE  
RACKS, IN CLASS 19 (INT. CL. 12).  
FIRST USE 7-1-1950; IN COMMERCE  
7-1-1950.

SER. NO. 71-665,739, FILED 5-4-1954.

*In testimony whereof I have hereunto set my hand  
and caused the seal of The Patent and Trademark  
Office to be affixed on Mar. 5, 1996.*

COMMISSIONER OF PATENTS AND TRADEMARKS

## Registration Policy for .VOLKSWAGEN

### 1. Definitions

<b>“Anti-Abuse Policy”</b>	Policy defining abusive domain name registrations, in particular inadmissible or prohibited conduct concerning the use of a Domain Name in the Top Level Domain, and describing countermeasures to avoid, and mitigate abuse.
<b>“Affiliate”</b>	a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.
<b>“Applicant”</b>	a person or entity that applies for the registration of a Domain Name.
<b>“Application”</b>	the complete and technically correct request for registration of a Domain Name, complying with this policy and any other policy issued by Registry Operator or ICANN.
<b>“Brands”</b>	all trademarks, service marks (both including figurative marks), names or designations of Registry Operator or its Affiliates comprising the string >VOLKSWAGEN<.
<b>“Domain Name”</b>	character string on the second level of the Top-Level Domain
<b>“Privacy-Service”</b>	a service offering alternate contact information that Registrant may choose to have listed in a Whois record instead of Registrant's other addresses, telephone numbers, or email addresses.
<b>“Proxy Service”</b>	a service of a third party (other than the Registry Operator) offering to act as Registrant and to license the use of a domain name to the beneficial user of the Domain Name. The contact information in a Whois record for a domain name registered with a proxy service is that of the proxy service provider.
<b>“Registrant”</b>	a person or entity that is registered as registrant (owner) of a specific Domain Name in the Registry Database;
<b>“Registration Agreement”</b>	the contractual relationship between Registrant and Registrar.
<b>“Registrar”</b>	a person or entity accredited by ICANN that (a) contracts with Applicants, (b) has entered into a Registry-Registrar-

Agreement with Registry Operator, (c) collects the registration data from the Applicant and (d) is entitled to submit applications and registration information for entry in the Registry Database

<b>“Registry Agreement”</b>	the contractual relationship between Registry Operator and ICANN.
<b>“Registry Database”</b>	the technical infrastructure maintained by Registry Operator that contains the registration data for all Domain Names.
<b>“Registry Operator”</b>	Volkswagen Group of America Inc.
<b>“Registry Policies”</b>	the Registration Policy, the Anti-Abuse Policy, the WHOIS-Policy and all other policies in force for the Top Level Domain.
<b>“Top-Level Domain”</b>	the Top-Level-Domain .VOLKSWAGEN

## **2. Objects and Scope**

- 2.1. This Policy sets out the rules and regulations concerning the registration of Domain Names under the Top Level Domain.
- 2.2. In relation to Registrants the Policy is incorporated by reference in the Registration Agreement and in relation to the Registrars by the Registry-Registrar Agreement.
- 2.3. Other Policies, such as the Anti-Abuse-Policy, Eligibility Requirements Dispute Resolution Policy are described in separate documents published on the Registry Operator’s website.

## **3. Registration Phases**

The Top-Level-Domain will be open to registration from the launch date onwards.

## **4. First Come, First Served**

Within the registration phase a Domain Name shall be allocated to the first eligible Applicant whose request has been received first by the Registry in the technically correct manner and complying with all applicable requirements. For the purposes of this Policy and all regulations derived therefrom, this criterion of first receipt shall be referred to as the ‘first-come-first-served’ principle.

## **5. Services**

Domain Names are intended to be used for domain name based services (such as HTTP, HTTPS, FTP, email, website).

## **6. Registrant Eligibility**

- 6.1. Only Registry Operator is eligible to register Domain Names in the Top-Level-Domain.

**6.2.** Registry Operator verifies eligibility for all Domain Name registrations upon registration and renewal.

**6.3.** Domain Names must not be sold or distributed or neither must control or use of any registrations in the Top Level Domain be transferred to any third party that is not an Affiliate of Registry Operator.

**6.4.** Proxy- or Privacy-Services are not permissible.

## **7. Content and use restrictions**

Use of the Top-Level Domain underlies the following restrictions:

**7.1.** Domain Names shall be used only in connection with products, services, and activities of the Registry Operator or its Affiliates.

**7.2.** All regulations for use of Domain Names (including use restrictions) apply to third level Domains mutatis mutandis.

**7.3.** Domain Names must, within six months following the date of registration and thereafter throughout the term of registration, be used either for a website displaying content strongly related to the Registry Operator or its Affiliates (in particular the products or services offered by Registry Operator or its Affiliates) or in any other corresponding manner (e. g. e-mail for Registry Operator or its Affiliates) having a similarly strong relation to the Registry Operator or its Affiliates or its purposes.

**7.4.** Domain names used as contemplated above may resolve directly to the relevant website or be forwarded or redirected to another domain name displaying content as described in Section 7.1 relevant to the Domain Name.

## **8. Monitoring**

Registry Operator will, from time to time, conduct continuing or recurring audits of Domain Names to ensure continued compliance with the requirements (in particular Sections 6 and 7 of this Policy).

## **9. Admissible Domain Names and Restrictions, Reserved Names**

### **9.1. Namespace**

All Domain Names in the Top-Level-Domain will be registered as second level domains. Third-Level-Domains are permissible but within the sole responsibility of the Registrant. Such third level uses are not managed or supported by Registry Operator.

### **9.2. Admissible Domain Names**

Domain Names must meet the following requirements:

**9.2.1.** Non-IDN Domain Names must only consist of numbers (0-9), letters a-z (whereas upper and lower cases do not differentiate) and hyphens, IDN Domain names must consists of IDN-set coherent IDN characters only; The registry or the relevant registrar will make IDN converters available.

**9.2.2.** Domain Names must have a minimum of one and a maximum of 63 characters;

**9.2.3.** Domain Names may neither begin with, nor end with a hyphen;

- 9.2.4. Domain Names must not include a space (e.g. ab cd. VOLKSWAGEN); and
- 9.2.5. Domain Names must not contain hyphens in the third and fourth positions (e.g. ab--cd.VOLKSWAGEN).
- 9.2.6. The ACE-encoded form (A-Label) of IDN must meet all requirements above except the condition according to Section 9.2.5 (hyphens on third and / or fourth position are admissible for A-Labels of IDN).

### 9.3. Brand Restrictions

Domain Names must have a strong connection with products, services or activities of the Registry Operator or its Affiliates. In particular Domain Names shall comprise either

- 9.3.1. the names of Registry Operator or its Affiliates and/or
- 9.3.2. trademarks, service marks, names or designations used for products and / or services offered by Registry Operator or its Affiliates, and/or
- 9.3.3. strings, which in connection with the Top Level Domain create a nexus or an association or relation to the Brands, the Registry Operator or its Affiliates or purposes (e. g. my.VOLKSWAGEN, service.VOLKSWAGEN, dealers.VOLKSWAGEN, events.VOLKSWAGEN or fans.VOLKSWAGEN).

### 9.4. Prohibited Domain Names

A Domain Name is inadmissible if

- 9.4.1. it may be used for illegal or fraudulent activities
- 9.4.2. it may adversely affect the Registry Operator or its Affiliates or its purposes, in particular if a Domain Name would violate ethical principles or criminal law or if the Domain Name includes swear words, invectives or racist words or words or parts of words which could violate ethical, religious or moral sensibilities or
- 9.4.3. it is detrimental to the integrity or stability of the domain names system or the Registry services or
- 9.4.4. if it infringes third party's rights, especially rights in names, signs, trademarks or service marks.

### 9.5. Reserved Domain Names

Registry Operator has the right to reserve or block Domain Names from registration. In particular, Registry Operator reserves all Domain Names required by ICANN (as detailed in Specification 5 to the Registry Agreement) from registration. Registry reserves the right to amend the list of reserved names from time to time at its discretion or as required by ICANN.

## 10. Registration of Domain Names, Trademark Claims Service

- 10.1. All Domain Name Applications must be submitted via an accredited Registrar.
- 10.2. By applying for registration of a Domain Name the Registrant acknowledges and in case of successful registration, accepts and will abide by the Registry Policies.



- 10.3. The contract about the registration of a Domain Name is entered into between Registrant and the accredited Registrar.
- 10.4. Domain Names may be registered for a period from one year to ten years.
- 10.5. Domain Names can be renewed at any time during their term for a period of one to ten years.
- 10.6. Domain Names can be transferred from one Registrant to another eligible Registrant. Domain Names can be transferred from one accredited Registrar to another accredited Registrar. Contacts and hosts can be modified at any time.
- 10.7. Domain Names can be deleted at any time upon Registrant's request. A Domain Name cannot be deleted if it has child nameservers associated to other Domain Names.
- 10.8. Registry Operator offers the mandatory Trademark Claims Service as offered by the Trademark Clearing house (also TMCH, [www.trademark-clearinghouse.com](http://www.trademark-clearinghouse.com)). If a Domain Name is an Identical Match (as defined in the Guidelines of the TMCH) to a mark registered with the TMCH, the Applicant receives a notification containing more details on the mark. By continuing with the Registration of the Domain Name Applicant confirms that
  - 10.8.1. he has received notification that the mark(s) is included in the Clearinghouse;
  - 10.8.2. he has received and understood the notice; and
  - 10.8.3. to the best of the Applicant's knowledge, the registration and use of the requested Domain Name will not infringe on the rights that are the subject of the notice.

If the Domain Name is registered the holder(s) of the marks will be notified of the registration.

## 11. **Enforcement of Policies**

In case of violations of Registry Policies (including violation of eligibility criteria) the following enforcement procedures apply:

### 11.1. **Notification of Policy violations - Point of Contact**

Registry Operator maintains an email address as point of contact for information about potential violations of the Registry Policies. If Registry Operator receives such notification or is informed otherwise of a potential violation of the Policy it will undertake the necessary steps to evaluate complaints and to ascertain any Policy violations.

### 11.2. **Interim Measures**

During the notice period, Registry Operator may - without establishing any obligation to do so or liability to any other party - suspend, cancel, delete or otherwise alter or amend the respective Domain Name registration as deemed appropriate to reduce the effect of the Policy violation.

### 11.3. **Opportunity to Correct or Respond**

If reasonable, Registry Operator notifies Registrar or Registrant of the alleged Policy violation and gives them the opportunity to remedy the violation or to respond to the allegations. Notice periods should be oriented to the following scheme:

- 11.3.1. If the whois-data appears to be incorrect or incomplete, Registrant shall be given a thirty (30) days' notice period to correct such data
- 11.3.2. In other cases of a Policy violation the Registrant shall be given a fifteen (15) days' notice period to comply with the relevant rules of the Policy.
- 11.3.3. If the violation constitutes an imminent threat to third parties' rights, the stability of the domain name system or the registry or if the violation cannot be remedied a notice period may be inappropriate.

#### 11.4. **Decision of Registry Operator**

If Registry Operator concludes that the Registration or use of the Domain Name violates the Registry Policies, Registry Operator may take the appropriate measures, in particular the measures specified in Section 13.

In case of violations of the Anti-Abuse-Policy the Registry Operator reserves the rights as set out in the Anti-Abuse-Policy.

If Registry Operator receives no or insufficient response within the notice period Registry Operator may revoke the Domain Name registration without any further notice.

Decisions of the Registry Operator are subject to the right of the concerned party to judicial review at the competent courts.

#### 12. **Alternative Dispute Resolution**

- 12.1. All registrations of Domain Names in the Top-Level-Domain are subject to Alternative Dispute Resolution (ADR) as required by ICANN under the following Policies:

- Uniform Domain Name Dispute Policy (UDRP)
- Uniform Rapid Suspension (URS)
- Trademark Post Delegation Dispute Resolution Policy (Trademark PDDRP)
- Registry Restrictions Dispute Resolution Policy (RRDRP)
- Eligibility Requirements Dispute Resolution Policy (ERDRP)

- 12.2. By registration of a Domain Name, the Registrant agrees to be subject to the applicable ADR-Procedures, in particular UDRP, URS, ERDRP, PDDRP and RRDRP ([●]Link to be amended)

#### 13. **Reservation of Rights**

- 13.1. Registry Operator reserves the right to reject, cancel, revoke, delete, suspend or transfer any application for or registration of a Domain Name in order to

enforce the Registration Policies and abide applicable Laws, in particular under the following criteria

- 13.1.1. Registrant is not eligible to register Domain Names in the Top-Level-Domain;
- 13.1.2. Other violations of this Registration Policy, in particular Section 7, 9 and 11.
- 13.1.3. Registrant's breach of warranties stipulated in the Registration Agreement;
- 13.1.4. Registrant has provided incorrect or incomplete information in the application or other documents concerning the registration of the Domain Name or failed to correct such information in a timely manner after it becomes incorrect;
- 13.1.5. to protect the integrity and stability of the registry, its operations, and the TLD system;
- 13.1.6. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the registry, in particular in case of receipt of a final or preliminarily binding decision of a court or a competent authority ordering that the registration of the Domain Name shall be deleted, revoked or transferred to another person or entity;
- 13.1.7. Registrant has entered into an agreement or has issued a cease and desist declaration, which requires Registrant to delete the domain name;
- 13.1.8. to establish, assert, or defend the legal rights of the registry or a third party or to avoid any civil or criminal liability on the part of the registry and/or its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders;
- 13.1.9. Registrant requests the deletion of the Domain Name;
- 13.1.10. to correct mistakes made by the registry or any registrar in connection with a registration;
- 13.1.11. ICANN's request or to enforce ICANN requirements as amended from time to time;
- 13.1.12. Failure to pay the registration fees; or
- 13.1.13. as otherwise provided in the Registry-Registrar Agreement and/or the Registrar-Registrant Agreement.
- 13.2. Further rights of the Registry Operator to deny, cancel, or transfer any Registration or transaction, or place any Domain Name(s) on registry lock, hold, especially in compliance with the Anti-Abuse-Policy ([●] Link to be amended) remain unaffected.
- 13.3. Registry Operator reserves the right to prohibit the transfer of a domain name at any time in order to preserve the status of a registration during a court proceeding or alternative dispute resolution proceeding concerning the legitimacy of the registration of the respective Domain Name.
14. **Limitation of Liability, Indemnification**

**14.1.** TO THE EXTENT ALLOWED BY MANDATORY LAW, REGISTRY OPERATOR, THEIR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS AND AGENTS (HEREINAFTER PARTIES) SHALL ONLY BE LIABLE IN CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT. IN NO EVENT SHALL ANY OF THE PARTIES BE HELD LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR LOSS OF PROFITS, RESULTING FROM OR RELATED TO REGISTRATION OR USE OF THE DOMAIN NAME OR TO THE USE OF THE REGISTRY OPERATOR'S SYSTEM OR REGISTRY OPERATORS WEBSITE (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES), INCLUDING BUT NOT LIMITED TO DECISIONS TAKEN BY THE REGISTRY OPERATOR TO REGISTER OR NOT TO REGISTER THE DOMAIN NAME INCLUDING THE CONSEQUENCES OF ITS DECISIONS.

**14.2.** TO THE EXTENT ALLOWED TO UNDER MANDATORY LAW, THE PARTIES' AGGREGATE LIABILITY FOR DAMAGES SHALL IN ANY CASE BE LIMITED TO THE FEES PAID BY THE APPLICANT IN RELATION TO THE APPLICATION CONCERNED.

**14.3.** THE APPLICANT SHALL HOLD THE PARTIES HARMLESS FROM CLAIMS FILED OR DISPUTES INITIATED BY THIRD PARTIES, AND SHALL COMPENSATE THE PARTIES FOR ANY COSTS OR EXPENSES INCURRED OR DAMAGES FOR WHICH THEY MAY BE HELD LIABLE AS A RESULT OF THIRD PARTIES TAKING ACTION AGAINST IT ON THE GROUNDS THAT THE APPLICATION FOR OR THE REGISTRATION OR USE OF THE DOMAIN NAME BY THE APPLICANT INFRINGES THE RIGHTS OF THE PARTY.

**15. Required Information, Whois**

**15.1.** Registry Operator is required to provide a WHOIS-look-up service in accordance with Specification 4 of the Registry Agreement.

Registrant is obliged to provide current, accurate and complete WHOIS-information and update the information to ensure it remains current, complete and accurate.

**15.2.** Registry Operator will store the information provided by the Registrars for the purpose of the registration and make it publically available in the WHOIS-database. Registrant authorizes Registry Operator to make personal data, along with other technical data, accessible in the WHOIS-database on its website.

**15.3.** Further details can be found in the WHOIS-Policy.

**16. Miscellaneous**

**16.1.** Registry Operator may publish interpretive guidelines on its website regarding the terms of this Policy.

**16.2.** Registry operator may in accordance with the Registry Agreement modify this Policy or introduce further regulations or policies from time to time.

Modifications will take effect at the time they are published on the Registry Operator's website and ICANN's website

- 16.3.** Registry Policies shall be governed by and construed in accordance with the laws of the place where the Registry Operator has its principal office without giving effect to the rules on conflicts of law. All disputes arising out of or in connection with the Registry Policies shall be referred to the exclusive jurisdiction of the Court at the location of the principal office of the Registry Operator.
- 16.4.** If any part of this Policy should turn out to be invalid or unenforceable for any reason, the remainder of this Policy shall remain valid and enforceable. The invalid or unenforceable provision shall be deemed, as far as legally possible, replaced by a provision that comes nearest to the sense and purpose of this Policy, taking into account all other applicable rules and policies.

## **Eligibility Requirements Dispute Resolution Policy (ERDRP)**

1. This policy has been adopted by all accredited Domain Name Registrars for Domain Names ending in .VOLKSWAGEN.
2. The policy is between the Registrar and its customer (the Domain Name holder or Registrant). Thus, the policy uses "we" and "our" to refer to the Registrar and it uses "you" and "your" to refer to the Domain Name holder.

This Policy is to be incorporated in all agreements with Registrants concerning Domain Name registrations in the .VOLKSWAGEN gTLD (the "Registration Agreement"). "You" and "your" refer to the Registrant. "Us" "our" and "we" refer to the applicable Registrar.

### **1. Purpose.**

This Eligibility Requirements Dispute Resolution Policy (the "Policy") is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with disputes over the registration and use of an Internet Domain Name, registered by you in the .VOLKSWAGEN gTLD. The proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Eligibility Requirements Dispute Resolution Policy (the "ERDRP Rules"), which are available at <http://nic.VOLKSWAGEN>, and the selected administrative dispute resolution service provider's supplemental rules. For the purposes of this Policy, the term "Registered Name" means a Domain Name registration in the .VOLKSWAGEN gTLD.

### **2. Your Representations.**

By applying to register a Domain Name within the .VOLKSWAGEN gTLD (a "Registered Name"), or by asking us to maintain or renew a Registered Name, you hereby represent and warrant to us that, to your knowledge, the registration of your Registered Name conforms to the eligibility requirements set forth in the .VOLKSWAGEN gTLD Registration Policy (Eligibility Requirements) at <http://nic.VOLKSWAGEN>.

### **3. Cancellations.**

We will cancel Registered Names upon our receipt of a decision of an ERDRP Provider requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy. We may also cancel a Registered Name registration in accordance with the terms of your Registration Agreement or other legal requirements.

### **4. Mandatory Administrative Proceeding.**

This paragraph sets forth the types of disputes for which you are required to submit to a mandatory administrative proceeding under this Policy. These proceedings will be conducted before an ERDRP Provider that has been approved by the Internet Corporation for Assigned Names and Numbers ("ICANN"). A list of ERDRP Providers is available at <http://www.icann.org/udrp/ERDRP-providers.html>.

#### **a. Applicable Disputes.**

You are required to submit to a mandatory administrative proceeding in the event that a third party (a "Complainant") asserts to the applicable ERDRP Provider, in compliance with the ERDRP Rules that

your Registered Name does not meet the Eligibility Requirements; in the administrative proceeding, the Complainant must prove this element.

b. Registered Name Disputes.

Evidence of Registration in Violation of the Eligibility Requirements. For the purposes of paragraph 4, if the Panel of the ERDRP Provider finds that your Registered Name does not meet the Eligibility Requirements, then such finding shall be evidence that your Registered Name violated the Eligibility Requirements. If the Panel finds that your Registered Name violated the Eligibility Requirements, the Panel shall exercise the remedy set forth in the paragraph 5.

c. Registered Name Disputes.

How to Demonstrate Your Rights to and Legitimate Interests in the Registered Name in Responding to a Complaint. For the purposes of paragraph 4, when you receive a complaint, you should refer to the ERDRP Rules in determining how your response should be prepared.

## **5. Procedure.**

a. Selection of ERDRP Provider. The Complainant shall select the ERDRP Provider from those on the list of ERDRP Providers by submitting the complaint to that ERDRP Provider. The selected ERDRP Provider will administer the proceeding.

b. Initiation of Proceeding and Process and Appointment of the Panel. The ERDRP Rules state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Panel").

c. Fees. All fees charged by an ERDRP Provider in connection with any dispute before a Panel shall be paid in accordance with the ERDRP Rules.

d. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before a Panel. In addition, we will not be liable as a result of any decisions rendered by the Panel.

e. Remedy. The remedy available to a Complainant pursuant to any proceeding before a Panel shall be limited to the cancellation of your Registered Name.

f. Notification and Publication. The ERDRP Provider shall notify us and ICANN of any decision made by a Panel with respect to a Registered Name. All decisions under this Policy will be published in full over the Internet, except when a Panel determines in an exceptional case to redact portions of its decision.

## **6. All Other Disputes and Litigation.**

All other disputes between you and any party other than us regarding your Registered Name that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

## **7. Our Involvement in Disputes.**

We will not participate in any way in any dispute between you and any party other than us or the operator of the .VOLKSWAGEN gTLD (Registry) regarding the registration and use of your Registered Name. You shall not name us as a party or otherwise include us in any such proceeding. In the event

that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

#### **8. Maintaining the Status Quo.**

We will not cancel, transfer, activate, deactivate, or otherwise change the status of any Registered Name under this Policy except as provided in Paragraph 3 above.

#### **9. Changing Registrars during a Dispute.**

You may not transfer your Registered Name to another Registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded.

#### **10. Policy Modifications.**

We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <http://nic.VOLKSWAGEN> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to an ERDRP Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any Registered Name dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your Registered Name, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your Registered Name.

## **Eligibility Requirements Dispute Resolution Policy (ERDRP) – Rules**

The Eligibility Requirements Dispute Resolution Policy (ERDRP) Rules shall be followed by all ERDRP Providers. The ERDRP Rules have been developed on existing standard Dispute Resolution Policies and adopted to the gTLD .VOLKSWAGEN Registry. ERDRP Providers may supplement these rules, as appropriate.

Administrative proceedings for the resolution of disputes under the ERDRP adopted by ICANN shall be governed by these Rules and also any Supplemental Rules of the Provider administering the proceedings, as posted on its web site.

### **1. Definitions.**

In these Rules:

- Complainant means the party initiating a complaint concerning a Domain Name.
- Domain name means a domain name that is registered in the .VOLKSWAGEN generic top level domain (gTLD).
- Eligibility Requirements means the eligibility requirements set out in the .VOLKSWAGEN Registration Policy.
- ICANN refers to the Internet Corporation for Assigned Names and Numbers.
- Mutual Jurisdiction means a court jurisdiction at the location of either (a) the principal office of the Registrar (provided the Registrant has submitted in its Registration Agreement to that jurisdiction for court adjudication of disputes concerning or arising from the use of the Domain



Name) or (b) the Registrant's address as shown for the registration of the Domain Name in the Registrar's Whois database at the time the complaint is submitted to the Provider.

- Panel means an administrative panel appointed by a Provider to decide a complaint concerning a Domain Name.
- Panelist means an individual appointed by a Provider to be a member of a Panel.
- Party means a Complainant or a Respondent.
- Policy means the ELIGIBILITY REQUIREMENTS DISPUTE RESOLUTION POLICY that is incorporated by reference and made a part of the Registration Agreement.
- Provider means a dispute-resolution service provider approved by ICANN. A list of such Providers appears at <http://www.icann.org> or/and <http://nic.VOLKSWAGEN>.
- Registrar means the entity with which the Respondent has registered a Domain Name that is the subject of a complaint.
- Registrant means the holder of a Domain Name.
- Registration Agreement means the agreement between a Registrar and a Registrant.
- Respondent means the holder of a Domain Name against which a complaint is initiated.
- Reverse Domain Name Hijacking means using the Policy in bad faith to attempt to deprive a Registrant of a Domain Name.
- Registry means Volkswagen Group of America Inc., a company in the USA, with a contract with ICANN to operate the gTLD .VOLKSWAGEN.
- Supplemental Rules means any rules adopted by the Provider to supplement these Rules. Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, the means for communicating with the Provider and the Panel, and the form of cover sheets.

## **2. Communications.**

a. When notifying a complaint to the Respondent, it is the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to the Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:

- i. sending the complaint (including annexes to the extent available in electronic form) to all postal, facsimile and email addresses shown in the Domain Name registration data in the Registrar's Whois database for the Registrant and the administrative contact; and
- ii. sending the complaint, to the extent practicable, to all other addresses provided to the Provider by the Complainant; or
- iii. sending the complaint to any address the Respondent has notified the Provider it prefers.

b. Except as provided in Paragraph 2(a), any written communication to the Complainant or the Respondent provided for under these Rules shall be made by the preferred means stated by the Complainant or the Respondent, respectively (see Paragraphs 3(b)(iii) and 5(b)(iii)), or in the absence of such specification

- i. by facsimile transmission, with a confirmation of transmission; or
- ii. by postal or courier service, postage pre-paid and return receipt requested; or
- iii. electronically via the Internet, provided a record of its transmission is available.

- c. Any communication to the Provider or the Panel shall be made by the means and in the manner (including number of copies) stated in the Provider's Supplemental Rules.
- d. Communications shall be made in the language(s) prescribed in Paragraph 11.
- e. Either Party may update its contact details by notifying the Provider and the Registrar.
- f. Except as otherwise provided in these Rules, or decided by a Panel, all communications provided for under these Rules shall be deemed to have been made:
  - i. if delivered by facsimile transmission, on the date shown on the confirmation of transmission; or
  - ii. if by postal or courier service, on the date marked on the receipt; or
  - iii. if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable.
- g. Except as otherwise provided in these Rules, all time periods calculated under these Rules shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(f).
- h. Any communication by
  - i. a Panel to any Party shall be copied to the Provider and to the other Party;
  - ii. the Provider to any Party shall be copied to the other Party; and
  - iii. a Party shall be copied to the other Party, the Panel and the Provider, as the case may be.
- i. It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes.
- h. In the event a Party sending a communication receives notification of non-delivery of the communication, that Party shall promptly notify the Panel (or, if no Panel is yet appointed, the Provider) of the circumstances of the notification.

### **3. The Complaint.**

- a. Any person or entity may submit a complaint in accordance with the Policy and these Rules to any Provider. A copy of the complaint shall be sent to the Respondent and the concerned Registrar(s).
- b. The complaint shall be submitted in hard copy and in electronic form (except for annexes not available in electronic form) and shall:
  - i. Request that the complaint be submitted for decision in accordance with the Policy and these Rules;
  - ii. Provide the name, postal and email addresses, and the telephone and facsimile numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;

iii. Specify a preferred method for communications directed to the Complainant in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy;

iv. Provide the name of the Respondent and all information (including any postal and email addresses and telephone and facsimile numbers) known to the Complainant regarding how to contact the Respondent or any representative of the Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to send the complaint as described in Paragraph 2(a);

v. Specify the Domain Name(s) that is/are the subject of the complaint;

vi. Identify the Registrar(s) with whom the Domain Name(s) is/are registered at the time the complaint is filed;

vii. Describe, in accordance with the Policy, the grounds on which the complaint is made including, in particular, the manner in which the Respondent does not meet the Eligibility Requirements.

The description shall comply with any word or page limit set forth in the Provider's Supplemental Rules;

viii. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

ix. State that a copy of the complaint, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent in accordance with Paragraph 2(b) and to the concerned Registrar(s);

x. Identify the Mutual Jurisdiction (as defined in Paragraph 1) to which the Complainant will submit, with respect to any challenges to a decision in the administrative proceeding cancelling the Domain Name, as follows:

"The Complainant hereby designates [identify precisely the court jurisdiction] as the Mutual Jurisdiction, for the purposes of any challenges to a decision in the administrative proceeding cancelling or transferring the domain name."

xi. Conclude with the following statement followed by the signature of the Complainant or its authorized representative:

"The Complainant agrees that its claims and remedies concerning the registration of the Domain Name, the dispute, or the dispute's resolution shall be solely against the Registrant and waives all such claims and remedies against (a) the dispute-resolution provider and panelists, except in the case of deliberate wrongdoing, (b) the Registrar, (c) the registry operator, (d) the Registry, and (e) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents."

"The Complainant certifies that the information contained in this Complaint is to the best of the Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under

these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

xii. Annex any documentary or other evidence together with a schedule indexing such evidence.

The complaint may relate to more than one Domain Name, provided that the Domain Names are registered by the same Registrant.

#### **4. Notification of Complaint.**

a. The Provider shall review the complaint for formal compliance with the Policy and these Rules. If the complaint is found to be in compliance, then the Provider shall forward the complaint (together with the explanatory cover sheet prescribed by the Provider's Supplemental Rules) to the Respondent, in the manner prescribed by Paragraph 2(a), within three (3) business days (as observed at the Provider's principal place of business) following receipt of the fees to be paid by the Complainant in accordance with Paragraph 19.

b. If the Provider finds the complaint to be formally deficient, it shall promptly notify the Complainant and the Respondent of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to the submission of a different complaint by the Complainant. The Provider shall notify the Complainant, the Respondent and the concerned Registrar(s) of the withdrawal.

c. The date of commencement of the administrative proceeding shall be the date on which the Provider notifies the complaint to the Respondent in accordance with Paragraph 2(a).

d. The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), the Registry and ICANN of the date of commencement of the administrative proceeding.

#### **5. The Response.**

a. Within twenty (20) calendar days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.

b. The response shall be submitted in hard copy and in electronic form (except for annexes not in electronic form) and shall:

i. Respond specifically to the statements and allegations contained in the complaint and include any and all bases that the Respondent meets the Eligibility Requirements and should retain registration and use of the disputed Domain Name (This portion of the response shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);

ii. Provide the name, postal and e-mail addresses, and the telephone and facsimile numbers of the Respondent and of any representative authorized to act for the Respondent in the administrative proceeding;

- iii. Specify a preferred method for communications directed to the Respondent in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy;
- iv. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the Domain Name(s) that are the subject of the complaint;
- v. State that a copy of the response has been sent or transmitted to the Complainant, in accordance with Paragraph 2(b); and
- vi. Conclude with the following statement followed by the signature of the Respondent or its authorized representative:
  - vii. "The Respondent certifies that the information contained in this Response is to the best of the Respondent's knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and
  - viii. Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.
- c. At the request of the Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider.
- d. If a Respondent does not submit a response, in the absence of exceptional circumstances, the Panel shall decide the dispute based upon the complaint.

#### **6. Appointment of the Panel and timing of decision.**

- a. Each Provider shall maintain and publish a publicly available list of panelists and their qualifications.
- b. The Provider shall endeavour to appoint, within five (5) business days following receipt of the response by the Provider or the lapse of the time period for the submission thereof, a single Panelist from its list of panelists.
- c. Once the Panel is appointed, the Provider shall notify the Parties of the Panelist appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

#### **7. Impartiality and independence.**

A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Panelist's impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of

the Panelist, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.

#### **8. Communication between Parties and the Panel.**

No Party or anyone acting on its behalf may have any unilateral communication with the Panel. All communications by a Party to the Panel or to the Provider shall be made to a case administrator appointed by the Provider in the manner prescribed in the Provider's Supplemental Rules.

#### **9. Transmission of the file to the Panel.**

The Provider shall forward the file to the Panel as soon as the Panelist is appointed.

#### **10. General Powers of the Panel.**

a. The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules.

b. In all cases, the Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.

c. The Panel shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panel.

d. The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.

e. A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

#### **11. Language of proceedings.**

a. Unless otherwise agreed by the Parties, the administrative proceeding shall be in German or in exceptional circumstances in English, subject to the authority of the Provider or the Panel, as the case may be, to determine otherwise, having regard to the circumstances of the administrative proceeding.

b. The Panel may order that any documents submitted in languages other than the language of the administrative proceeding be accompanied by a translation in whole or in part into the language of the administrative proceeding.

#### **12. Further statements.**

In addition to the complaint and the response, the Panel may request, in its sole discretion, further statements or documents from either of the Parties.

#### **13. In-person hearings.**

There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panel determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the complaint.

#### **14. Default.**

- a. In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panel, the Panel shall proceed to a decision on the complaint.
- b. If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

#### **15. Panel decisions.**

- a. A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.
- b. In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) calendar days of its appointment pursuant to Paragraph 6.
- c. The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name of the Panelist.
- d. Panel decisions shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. If the Panel concludes that the dispute is not within the scope of Paragraph 4(a) of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

#### **16. Communication of decision to Parties.**

- a. Within three (3) business days (as observed at the Provider's principal place of business) after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), the Registry and ICANN. In the event of a determination in favour of a Complainant, the concerned Registrar(s) shall immediately communicate to each Party, the Provider, the Registry and ICANN the date for the implementation of the decision in accordance with the Policy.
- b. Except if the Panel determines otherwise (see Paragraph 5 of the Policy), the Provider shall publish the full decision and the date of its implementation on a publicly accessible web site. In any event, the portion of any decision determining a complaint to have been brought in bad faith (see Paragraph 15d of these Rules) shall be published.

#### **17. Settlement or other grounds for termination.**

- a. If the Complainant notifies the Provider or the Panel that the Parties have agreed on a settlement, then the Provider or the Panel, as the case may be, shall suspend or terminate the administrative proceeding.

b. If it becomes unnecessary or impossible to continue the administrative proceeding for any other reason, then the Provider or the Panel, as the case may be, shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Provider of the Panel.

#### **18. Effect of court proceedings.**

a. In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

b. In the event that a Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider. See Paragraph 8 above.

#### **19. Fees.**

a. The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required. The Complainant shall bear all of the Provider's fees, except as prescribed under Paragraph 19(d).

b. The Provider shall be under no obligation to take any action on a complaint until it has received from Complainant the initial fee in accordance with Paragraph 19(a).

c. If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the Provider may terminate the administrative proceeding.

d. In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel.

#### **20. Exclusion of liability.**

Except in the case of deliberate wrongdoing, neither the Provider nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under these Rules.

#### **21. Amendments.**

The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the administrative proceeding commenced thereby.



## WHOIS Policy

### 1. WHOIS services

Registry Operator is required to collect and provide Domain Name registration information (“WHOIS data”) for a variety of purposes. WHOIS services are provided by Registry Operator’s back-end provider Afilias. It is intended as a publically available lookup system.

### 2. WHOIS-access

#### 2.1. Domain Registration Information

2.1.1. Registrars may provide an input form on their public websites through which a visitor is able to perform WHOIS queries. Registry Operator can also provide a web-based search on its website or an WHOIS interface for registrars. Whois-queries are sent to and processed by the whois-Server of the Registry Operator and results are returned by the server and displayed in the visitor’s web browser or sent to the interface

2.1.2. Visitors are required to enter the exact Domain Name for which WHOIS information is required in the input form.

2.1.3. The output for domain records generally consists of the elements described in Specification 4 of the Registry Agreement as published at <http://newgtlds.icann.org/sites/default/files/agreements/agreement-approved-09jan14-en.htm>

#### 2.2. Security and Stability

Registry operator will provide appropriate security measures to prevent abuse of WHOIS data. Appropriate security measures may be, including but not limited to:

- using a captcha code;
- using an automated rate-limiting system;
- disabling bulk access to WHOIS data (except if necessary because of ICANN regulations)
- IP address whitelisting

#### 2.3. Terms of Use

Access to WHOIS information is provided to assist persons in determining the contents of a domain name registration record in the registry database. The data in a WHOIS record is provided by Afilias for informational purposes only, and neither Afilias nor Registry Operator guarantee its accuracy. This service is intended only for query-based access. The visitor agrees that he will use this data only for lawful purposes and that, under no circumstances will he use this data to:

(a) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or

(b) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, a Registrar or Afiliás except as reasonably necessary to register domain names or modify existing registrations; or

(c) data mining of any sort.

**2.4.** All rights reserved. Registry Operator reserves the right to modify these terms at any time. By submitting a query, you agree to abide by this policy.

**3. Searchable WHOIS**

Afiliás provides a searchable WHOIS service offering partial match capabilities to authorized users. Access to searchable WHOIS service is only granted to authorized users with a legitimate purpose for searching registration data (e.g. to comply with applicable laws, requests of law enforcement). Searchable WHOIS will be made available to authorized users via an internal data warehouse.

## **.VOLKSWAGEN Anti-Abuse Policy**

The following Anti-Abuse Policy is effective between Registry Operator and each of its Registrars upon launch of the TLD. Malicious use of domain names will not be tolerated. The nature of such abuses creates security and stability issues for the registry, registrars, and registrants, as well as for users of the Internet in general. The Registry Operator definition of abusive use of a domain includes, without limitation, the following:

- Illegal or fraudulent actions;
- Spam: The use of electronic messaging systems to send unsolicited bulk messages. The term applies to email spam and similar abuses such as instant messaging spam, mobile messaging spam, and the spamming of web sites and Internet forums;
- Phishing: The use of counterfeit web pages that are designed to trick recipients into divulging sensitive data such as personally identifying information, usernames, passwords, or financial data;
- Pharming: The redirecting of unknowing users to fraudulent sites or services, typically through, but not limited to, DNS hijacking or poisoning;
- Willful distribution of malware: The dissemination of software designed to infiltrate or damage a computer system without the owner's informed consent. Examples include, without limitation, computer viruses, worms, keyloggers, and Trojan horses.
- Malicious fast-flux hosting: Use of fast-flux techniques with a botnet to disguise the location of web sites or other Internet services, or to avoid detection and mitigation efforts, or to host illegal activities.
- Botnet command and control: Services run on a domain name that are used to control a collection of compromised computers or "zombies," or to direct distributed denial-of-service attacks (DDoS attacks);
- Illegal Access to Other Computers or Networks: Illegally accessing computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (e.g., port scan, stealth scan, or other information gathering activity).

Pursuant to the Registry-Registrar Agreement, Registry Operator reserves the right at its sole discretion to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status, that it deems necessary:

- (1) to protect the integrity and stability of the registry;
- (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
- (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees;
- (4) per the terms of the registration agreement and this Anti-Abuse Policy, or

(5) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold, or similar status a domain name during resolution of a dispute.